

CITY'S OFFICE

AGREEMENT No.: 14-043

THIS PROPERTY USE AGREEMENT, hereinafter called "AGREEMENT" is executed between the City of Inglewood, hereinafter called "CITY" and the West Basin Municipal Water District, located at 17140 South Avalon Boulevard, Suite 210, Carson, CA 90746-1296, hereinafter called "PERMITTEE" is made and entered into this 17th day of December, 2013.

RECITALS

WHEREAS, the CITY is owner of the real property upon which is located a potable water well known as Well Site No. 6, described herein below; and

WHEREAS, PERMITTEE is a public agency that generates recycled water for sale to the CITY, and CITY, in turn, sells recycled water to its customers within the CITY; and

WHEREAS, a recycled water main runs near said real property that feeds recycled water to certain City of Inglewood locations; and

WHEREAS, in 2006, certain residents complained about the odor of recycled water associated with Coleman Stadium, Grevillea Park, CITY's Service Yard, Rogers Park and the CITY's Water Treatment Plant; and

WHEREAS, in 2006, PERMITTEE set up a temporary disinfection site within CITY'S limits, but now needs to construct a new disinfection station to serve users upstream from the temporary disinfection station; and

WHEREAS, PERMITTEE is willing and able to provide the necessary recycled water disinfectant that the CITY desires and allowed by state regulations; and

WHEREAS, PERMITTEE is desirous of establishing a recycled water disinfection station on CITY property, specifically identified in Exhibit "A."

NOW THEREFORE, the parties hereto agree as follows:

SECTION 1: USES

1.01 Premises. CITY, which desires odor free recycled water for its customers, hereby grants PERMITTEE, in accordance with the terms, covenants, conditions and provisions of this Agreement, the non-exclusive use of that

1 portion of real property situated in the City of Inglewood, Los Angeles
2 County, State of California, commonly known as City of Inglewood Water
3 Well Site No. 6, (hereinafter referred to as "Well Site No. 6") as listed on
4 **Exhibit "A."** Said real property is hereinafter collectively called
5 "PREMISES." In return for this permission, PERMITTEE, which will benefit
6 from the results of supplying higher quality water to its customers, hereby
7 agrees to:

- 8 A. Construct a disinfection station, within Well Site No. 6, in an area
9 approved by the CITY as illustrated in **Exhibit "A;"**
- 10 B. Submit design plans for the disinfection station to be approved by
11 CITY for which approval shall not be unreasonably withheld;
- 12 C. Maintain the disinfection station including tanks and discharge lines
13 and other above ground or underground structures or utilities that are
14 used for operating and maintaining said disinfection station;
- 15 D. Install CITY approved flood lights including connections in all four
16 corners of said Well Site No. 6;
- 17 E. Rebuild or refurbish, pursuant to CITY approval, the existing
18 motorized access gate operator for said Well Site No. 6;
- 19 F. Be solely responsible for repairing any damage to Well Site No. 6 to
20 CITY's reasonable satisfaction caused by PERMITTEE'S operation.
21 Said repairs shall be completed within a reasonable time of
22 PERMITTEE'S actual or constructive knowledge of such damage;
- 23 G. Act in accordance with all relevant federal, state and local laws, rules
24 and regulations.

25 **1.02 Uses.** It is expressly agreed that the premises shall be used by PERMITTEE
26 solely and exclusively to construct, operate and maintain certain facilities to
27 disinfect the PERMITTEE'S recycled water by the addition of chlorine and for
28 such other related or incidental purposes as may be reasonably related to the

performance of PERMITTEE's duties.

- 1.03 **Miscellaneous.** PERMITTEE covenants and agrees to use the premises for the above specified purposes and to diligently pursue said purposes throughout the term hereof. In the event that PERMITTEE fails to continuously use the PREMISES for said purposes, or uses the PREMISES for purposes not expressly authorized or reasonably related to the performance of PERMITTEE's agreed upon duties herein, the PERMITTEE shall be deemed in default under this Agreement.

SECTION 2: TERM

- 2.01 **Commencement.** The initial term of this Agreement shall be for a period not to exceed **fifteen (15)** years, commencing on full contract execution.
- 2.02 **Renewal.** This Agreement shall automatically renew for up to **ten (10)** years at the CITY'S calculated fair market property use payment rate of a similar businesses, provided that the PERMITTEE is not in default of this Agreement.
- 2.03 **Termination Provisions.** Notwithstanding any other provisions contained in this Agreement, either party may terminate this Agreement by giving the other party at least **one hundred and eighty (180) days** prior written notice of such termination.
- 2.04 **Effect of Termination.** PERMITTEE shall return the PREMISES to the condition existing prior to PERMITTEE'S occupation. Said costs, if any, associated with the restoration of PREMISES to the prior existing condition shall be borne by PERMITTEE. Furthermore, the CITY shall allow PERMITTEE full and unrestricted access to enter the PREMISES to remove all equipment and other items of personal property owned by PERMITTEE. Should PERMITTEE fail to remove it property within **one hundred and eighty (180) days** of notice by the CITY, PERMITTEE agrees that said property shall be deemed abandoned. The CITY shall not thereafter be liable

1 to PERMITTEE as a bailee. Any costs incurred by the CITY for the removal
2 and disposal of said property shall be billed to and paid by PERMITTEE and
3 shall be considered a legal debt to the CITY.

4 **SECTION 3: PROPERTY USE PAYMENT**

5 **3.01 Time and Place of Payment.** The PERMITTEE shall make all payments
6 monthly in advance on or before the 1st day of each new month. Checks
7 should be made payable to the City of Inglewood and delivered to the CITY
8 at the address set forth in Section 5.03 of this Agreement. The place and
9 time of payment may be changed at any time by CITY upon **thirty (30) days'**
10 written notice to PERMITTEE. PERMITTEE assumes all risk of loss and
11 responsibility for late payment charges.

12 **3.02 Property Use Payment.** PERMITTEE agrees to pay CITY, on or before the
13 1st day of each month, the sum of \$415.27 (four hundred and fifteen dollars
14 and twenty-seven cents) per month for its use and occupation of the
15 PREMISES in accordance with the terms, covenants, conditions and
16 provisions of this Property Use Agreement.

17 **3.03 Payment Increase.**

18 A. The monthly rent shall be increased at the commencement of the fifth
19 year of the term and each year thereafter ("the adjustment date") to
20 the greater of: 1) the monthly rent in effect immediately preceding the
21 adjustment date plus four percent (4%); or 2) the monthly rent as
22 adjusted for the change in the Consumer Price Index (CPI), as
23 calculated below.

24 B. The base for computing the CPI adjustment is the Consumer Price
25 Index for all Urban Consumers (base years 1982-1984 = 100) for Los
26 Angeles-Riverside-Orange County, published by the U.S. Department
27 of Labor, Bureau of Labor Statistics ("Index"), which is in effect on the
28

1 date of the commencement of the term ("Beginning Index"). The Index
2 published most immediately preceding the adjustment date in
3 question ("Extension Index") is to be used in determining the amount
4 of the CPI adjustment. If the Extension Index has increased over the
5 Beginning Index, the CPI adjustment shall be calculated by multiplying
6 the monthly rent by a fraction consisting of the Extension Index as the
7 numerator and the Beginning Index as the denominator. If the Index
8 is discontinued or revised during the term, such other government
9 index or computation with which it is replaced shall be used in order
10 to obtain substantially the same result as would be obtained if the
11 Index had not been discontinued or revised.

12 **3.04 Delinquent Payment.** If PERMITTEE fails to pay the payment when due,
13 PERMITTEE shall pay in addition to the unpaid payments, five percent (5%)
14 of the delinquent payment. If the payment is still unpaid at the end of fifteen
15 (15) days, PERMITTEE shall pay an additional five percent (5%) [being a
16 total of ten percent (10%)] which is hereby mutually agreed by the parties to
17 be appropriate to compensate CITY for loss resulting from payment
18 delinquency, including lost interest, opportunities, legal costs, and the cost
19 of servicing the delinquent account.

20 **SECTION 4: INSURANCE RISKS/SECURITY**

21 **4.01 Indemnity.** PERMITTEE shall indemnify defend and hold harmless the
22 CITY, the City of Inglewood and its officers, agents and employees against
23 all claims for damages to persons or property arising out of the conduct of the
24 PERMITTEE or its employees, agents, or others in connection with its use
25 and occupation of the PREMISES under this Agreement, except only for
26 those claims arising from the sole negligence or sole willful conduct of the
27 CITY or City of Inglewood, its officers, agents, or employees. PERMITTEE's
28 indemnification shall include any and all costs, expenses, attorneys' fees and

1 liability incurred by the CITY, the City of Inglewood, its officers, agents, or
2 employees in defending against such claims, whether the same proceed to
3 judgment or not. Further, PERMITTEE at its own expense shall, upon written
4 request by the CITY, defend any such suit or action brought against the
5 CITY, its officers, agents, or employees.

6 **4.02 Insurance.** PERMITTEE shall procure and maintain for the duration of the
7 contract insurance against claims for injuries to persons or damages to
8 property which may arise from or in connection with the performance of the
9 work hereunder by the PERMITTEE, its agents, representatives, employees
10 or subcontractors. The cost of such insurance shall be borne by the
11 PERMITTEE. Failure to maintain or renew coverage or to provide evidence
12 of renewal may be treated by CITY as a material breach of contract.

13 **Minimum Scope of Coverage**

14 Coverage shall be at least as broad as indicated below:

- 15 (a) Insurance Service Office Commercial General Liability coverage (occurrence
16 form CG 0001).
- 17 (b) Insurance Services Office Form Number CA 0001 covering Automobile
18 Liability, code 1 (any auto).
- 19 (c) Workers' Compensation insurance as required by the State of California and
20 Employer's Liability insurance.

21 **Minimum Limits of Insurance**

22 PERMITTEE shall maintain these policies during the course of this Agreement and
23 shall cause all parties supplying services, labor, or materials to maintain the
24 following insurance in amounts not less than those specified below:

- 25 1. General Liability (Including operations, products and completed operations):
26 **\$1,500,000** per occurrence for bodily injury, personal injury and property
27 damage. If Commercial General Liability Insurance or other form with a
28 general aggregate limit is used, either the general aggregate limit shall apply

1 separately to this project/location or the general aggregate limit shall be twice
2 the required occurrence limit.

3 2. Automobile Liability: **\$2,000,000** per accident for bodily injury or property
4 damage.

5 3. Employer's Liability: **\$2,000,000** per accident for bodily injury or disease.

6 **Deductibles and Self-Insured Retentions**

7 Any deductibles or self-insured retentions must be declared to and approved by the
8 Inglewood City Attorney's office. At the option of the CITY, either the insurer shall
9 reduce or eliminate such deductibles or self-insured retentions with respects to the
10 CITY, its officers, officials, employees and volunteers; or the PERMITTEE shall
11 provide a financial guarantee satisfactory to the Inglewood City Attorney's Office
12 guaranteeing payment of losses and related investigations, claims administration
13 and defense expenses.

14 **Other Insurance Provisions**

15 The general liability policy and automobile liability policy are to contain, or be
16 endorsed to contain, the following provisions:

- 17 1. The City of Inglewood, its officers, officials, employees and volunteers are to
18 be covered as insureds with respect to liability arising out of automobiles
19 owned, leased, hired or borrowed by or on behalf of the PERMITTEE; and
20 with respect to liability arising out of work or operations performed by or on
21 behalf of the PERMITTEE including materials, parts or equipment furnished
22 in connection with such work or operations. General insurance, liability
23 coverage can be provided in the form of an endorsement to the
24 PERMITTEE's insurance, or as a separate owner's policy (GC 20 10 11 85).
- 25 2. For any claims related to this project, the PERMITTEE's insurance coverage
26 shall be primary insurance with respect to the CITY, its officers, officials,
27 employees and volunteers. Any insurance or self-insurance maintained by
28 the CITY, its officers, officials, employees or volunteers shall be in excess of

1 the PERMITTEE's insurance and shall not contribute to it.

- 2 3. Each insurance policy required by this clause shall be endorsed to state that
3 coverage shall not be canceled by either party, except after thirty (30) days
4 prior written notice has been given to the CITY by certified mail, return receipt
5 requested.
- 6 4. Coverage shall not extend to any indemnity coverage for the active
7 negligence of the additional insured in any case where an agreement to
8 indemnify the additional insured would be invalid under Subdivision (b) of
9 Section 2782 of the Civil Code.

10 **Acceptability of Insurers**

11 Insurance is to be placed with insurers with a current A.M. Best rating of not less
12 than A:VII.

13 **Verification of Coverage**

14 PERMITTEE shall furnish the City of Inglewood with original certificates and
15 amendatory endorsements affecting coverage required by this clause. All
16 certificates and endorsements are to be received and approved by the Inglewood
17 City Attorney's Office before work commences. The CITY reserves the right to
18 require complete, certified copies of all required insurance policies, including
19 endorsements affecting the coverage required by these specifications at any time.

20 **Subcontractors**

21 PERMITTEE shall include all subcontractors as insureds under its policies or shall
22 furnish separate certificates and endorsements for each subcontractor. All
23 coverages for subcontractors shall be subject to all of the requirements stated
24 herein.

25 **4.03 Self Insurance.** PERMITTEE may provide proof of self insurance, in lieu of
26 providing insurance as required by Section 4.02, representing that it has and
27 shall maintain either a policy of liability insurance or a self-insurance program
28 in the manner provided by California law. PERMITTEE further represents

1 that it maintains Workers' Compensation Insurance, either by way of an
2 insurance policy or through a program of self-insurance, covering its own
3 employees.

4 **4.04 Accident Reports.** PERMITTEE shall, within twenty-four (24) hours after
5 occurrence, report to the CITY any accident causing property damage or any
6 serious injury to persons on the PREMISES. This report shall contain the
7 names and addresses of the parties involved, a statement of the
8 circumstances, the date and hour, the names and addresses of any
9 witnesses and other pertinent information.

10 **SECTION 5: GENERAL PROVISIONS**

11 **5.01 Maintenance.** With respects to PERMITTEE's operations at or on the
12 PREMISES, PERMITTEE shall make all repairs and replacements necessary
13 to maintain and preserve the PREMISES in a decent, safe, healthy, and
14 sanitary condition satisfactory to the CITY and in compliance with all
15 applicable laws.

16 **5.02 Unsafe PREMISES.** In the event that the disinfection facility is not in a
17 decent, safe, healthy, and sanitary condition, the CITY shall have the right,
18 upon written notice to PERMITTEE, to have any necessary maintenance
19 work done at the expense of PERMITTEE, and PERMITTEE shall promptly
20 pay any and all costs incurred by the CITY in having such necessary
21 maintenance work done, in order to keep said disinfection facility in a decent,
22 safe, healthy, and sanitary condition. PERMITTEE shall make payment for
23 such work no later than **thirty (30) days** after written notice from the CITY.
24 Further, if at any time the CITY determines that said disinfection facility is not
25 in a decent, safe, healthy, and sanitary condition, the CITY may at its sole
26 option, upon written notice, require PERMITTEE to file with the CITY a
27 faithful performance bond to assure prompt correction of those conditions
28 which are not decent, safe, healthy, and sanitary. Said bond shall be in an

amount adequate in the opinion of the CITY to correct the said unsatisfactory condition. PERMITTEE shall pay the cost of said bond. The rights reserved in this section shall not create any obligations on the CITY or increase obligations elsewhere in this Agreement imposed on the CITY.

5.03 Permits and Utilities. PERMITTEE shall pay all permit requirements and utility expenses including costs for gas, electric, water, trash and sewer connection. PERMITTEE shall pay for all costs associated with telephone usage.

5.04 Notice. All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

CITY
Yvonne Horton, City Clerk
City of Inglewood
One Manchester Boulevard
Inglewood, CA 90301-1750

With a Copy to:
Artie Fields, City Manager
City of Inglewood
One Manchester Blvd.
Inglewood, CA 90301

With a Copy to:
Public Work Director,
City of Inglewood
One Manchester Blvd.
Inglewood, CA 90301

PERMITTEE:
Richard Nagel, General Manager
West Basin Municipal Water District
17140 South Avalon, Blvd., Suite 210
Carson, CA 90746-1296

Either party may change its address by notice to the other party as provided herein. Communications shall be deemed to have been given and received on the first to occur of (i) actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or (ii) three working days following the deposit in the United States Mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

5.05 CITY Approval. The City Manager (Manager) shall be the CITY's authorized representative in the interpretation and enforcement of all services performed in connection with this Agreement. The Manager may delegate authority in connection with this Agreement.

1 **5.06 Entire Agreement.** This Agreement comprises the entire integrated
2 understanding between the CITY and PERMITTEE concerning the use and
3 occupation of the PREMISES and supersedes all prior negotiations,
4 representations, or agreements. Each party has relied on its own
5 examination of the PREMISES, advice from its own attorneys, and the
6 warranties, representations, and covenants of the Agreement itself.

7 **5.07 Interpretation.** The interpretation, validity and enforcement of the
8 Agreement shall be governed by and construed under the laws of the State
9 of California. The Agreement does not limit any other rights or remedies
10 available to the CITY.

11 **5.08 Miscellaneous.** The PERMITTEE shall be responsible for complying with
12 all local, State, and Federal laws whether or not said laws are expressly
13 stated or referred to herein.

14 Should any provision herein be found or deemed to be invalid, the Agreement
15 shall be construed as not containing such provision, and all other provisions
16 which are otherwise lawful shall remain in full force and effect, and to this end
17 the provisions of this Agreement are severable.

18 This agreement shall inure to the benefit of and be binding upon the parties
19 hereto and their respective successors and assigns.

20 **5.09 Agreement Modification.** This Agreement may not be modified orally or in
21 any manner other than by an Agreement in writing signed by the parties
22 hereto.

23 **5.10 Assignment and Subletting - No Encumbrance.** This Agreement and any
24 portion thereof shall not be assigned, transferred, or sublet, nor shall any of
25 the PERMITTEE's duties be delegated, without the express written consent
26 of the CITY. Any attempt to assign or delegate this Agreement without the
27 express written consent of the CITY shall be void and of no force or effect.
28 A consent by the CITY to one assignment, transfer, sublease, or delegation

shall not be deemed to be a consent to any subsequent assignment, transfer, sublease or delegation.

5.11 Other Regulations. All use of the PREMISES under this Agreement shall be in accordance with the laws of the United States of America, the State of California and in accordance with all applicative rules and regulations and ordinances of the City of Inglewood now in force, or hereinafter prescribed or promulgated by resolution or ordinance or by State or Federal law.

SECTION 6: SPECIAL PROVISIONS

6.01 Ancillary Uses and Services. No additional uses or services, other than those provided for under Section 1.02 of this Agreement, shall be provided by PERMITTEE from or at the PREMISES.

6.02 Standards of Operation. PERMITTEE agrees that it shall operate and manage the services and facilities offered upon or from the PREMISES in a first class manner and comparable to other similar facilities within the Los Angeles County and Southern California areas which provide like products or services.

6.03 PERMITTEE's Employees. PERMITTEE shall provide an experienced and well qualified "on-site" supervisor to oversee all operations conducted by PERMITTEE on the PREMISES. PERMITTEE shall ensure that its employees shall at all times conduct themselves in a creditable manner, and that they shall conform to all rules, regulations and requirements, as well as all rules and regulations as hereafter may be promulgated, or put into operation by the CITY, provided that such rules, regulations and requirements are not in conflict with the terms of this Agreement. PERMITTEE shall maintain a staff in adequate size and number to effectively operate, maintain and administer all services offered and facilities located on the PREMISES.

6.04 Hazardous Substances. No goods, merchandise or material shall be kept,

1 stored in or on the PREMISES which are in any way explosive or hazardous,
2 except that ordinary business materials that may be classified as hazardous
3 may be kept in or on the PREMISES if such materials are stored and
4 disposed of in accordance with all applicable laws; and no offensive or
5 dangerous trade, business or occupation shall be carried on therein or
6 thereon, and nothing shall be done on said PREMISES, which will cause an
7 increase in the rate of or cause a suspension or cancellation of the insurance
8 upon the PREMISES or other premises and the improvements thereon;
9 provided, however, that if anything done by PERMITTEE causes an increase
10 in the rate of insurance on the PREMISES, PERMITTEE may, at its option,
11 pay such increase and PERMITTEE shall not thereafter be considered in
12 default under this Agreement.

13 **6.05 Miscellaneous.** Except as necessary to conduct permitted uses as outlined
14 in Section 1.02 of this Agreement, no machinery or apparatus shall be stored,
15 used or operated on or about the PREMISES which will in any way injure the
16 PREMISES or improvements thereon, or adjacent or other PREMISES, or
17 improvements thereon, or to persons; provided, however, that nothing
18 contained in this section shall preclude PERMITTEE from bringing, keeping
19 or using on or about the PREMISES such materials, supplies, equipment and
20 machinery as are appropriate or customary in carrying on its said business,
21 or from carrying on its business in all usual respects. Open flame welding or
22 burning, gasoline, or other fuel storage is expressly prohibited without prior
23 written consent of the CITY.

24 **6.06 Continued Occupancy.** PERMITTEE covenants and agrees to, and it is the
25 intent of this Agreement that PERMITTEE shall, continuously and
26 uninterrupted during the term of the Agreement, occupy and use the
27 PREMISES for the purposes herein above specified, except while
28 PREMISES are untenable by reason of fire, flood, or other unavoidable

casualty, and, in that event, the CITY shall be promptly notified by PERMITTEE.

6.07 Development of Premises. In the event the PREMISES, or a portion thereof, are developed to the extent that requires relocation of PERMITTEE's disinfection station, related underground structures and utilities, and other related appurtenances ("Disinfection Facility"), CITY agrees to the following: If the Disinfection Facility must be relocated because of development of the PREMISES, CITY agrees to require developer to pay the costs associated with designing, engineering and constructing a new disinfection facility ("Project"), less the depreciation value of the Disinfection Facility. If CITY develops the PREMISES itself, to the extent that requires relocation of PERMITTEE's disinfection station, CITY will be responsible for the Project costs relating to a new disinfection facility. Project costs for either a developer or CITY shall be capped at an amount not to exceed five hundred and fifty thousand dollars (\$550,000). The maximum Project cost of five hundred and fifty thousand dollars (\$550,000) shall depreciate at a rate of twenty-two thousand dollars (\$22,000) per year, such that at the end of twenty-five (25) years, the Project costs shall be zero (\$0). Therefore if the PERMITTEE is required to relocate its facility, no Project costs will be owed by the CITY or developer after twenty-five (25) years to the PERMITTEE. Design and engineering costs shall be included in the Project cost. PERMITTEE covenants and agrees to, and it is the intent of this Agreement that PERMITTEE shall, continuously and uninterruptedly during the term of the Agreement, occupy and use the PREMISES for the purposes herein above specified, except while PREMISES are untenable by reason of fire, flood, or other unavoidable casualty, and, in that event, the CITY shall be promptly notified by PERMITTEE.

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1 **Section 7: GOVERNING LAW; VENUE**

2 **7.01 Forum.** This Agreement shall be interpreted, construed and governed
3 according to the laws of the State of California. In the event of litigation
4 between the parties, venue in state trial courts shall lie exclusively in the
5 County of Los Angeles Superior Court, Southwest District, located at 825
6 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in
7 the United States District Court, venue shall lie exclusively in the Central
8 District of California, in Los Angeles.

9 **Section 8: SIGNATURES**

10 The individual(s) executing this Agreement represent and warrant that they have the
11 right, power, legal capacity and authority to enter into and to execute this Agreement on
12 behalf of the respective legal entities of the PERMITTEE and the CITY.

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1 **IN WITNESS WHEREOF**, the City of Inglewood and the West Basin Municipal Water
2 District have executed this Agreement as of the date first above written.

3 **CITY OF INGLEWOOD**

**WEST BASIN MUNICIPAL WATER
DISTRICT**

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5
6 
7 James T Butts, Jr., Mayor
City of Inglewood

By: 
Richard Nagel, General Manager
West Basin Municipal Water District

FOR

8
9 **ATTEST:**

10 
11 Yvonne Horton,
Inglewood City Clerk

APPROVED AS TO FORM


Lemleuk & O'Neill
District Counsel
Steven O'Neill

12
13 **APPROVED AS TO FORM**

14 
15 Cal P. Saunders
Inglewood City Attorney

Association of California Water Agencies / Joint Powers Insurance Authority
P.O. Box 619082, Roseville, CA 95661-9082

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE COVERAGE DOCUMENT. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN.

MEMBER

West Basin Municipal Water District
17140 S. Avalon Blvd., Ste. 210
Carson, CA 90746-1296

COVERAGE INFORMATION

This is to certify that coverage documents listed herein have been issued to the Member Agency herein for the Coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all the terms, conditions and exclusions of such coverage documents.

Type of Coverage	Certificate #	Effective Date	Expiration Date	Limits	
General Liability <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Occurrence	MOLC-100113	10/1/2013	10/1/2014	Aggregate	\$2,000,000
				Per Occurrence	\$2,000,000
Auto Liability <input checked="" type="checkbox"/> Owned Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	MOLC-100113	10/1/2013	10/1/2014	Per Occurrence	\$2,000,000
Auto Physical Damage Scheduled Autos Hired Autos					
Property Special Form Mobile Equipment Boiler and Machinery Crime					
Workers' Compensation Coverage A - Workers' Comp. Coverage B - Employer's Liability					

DESCRIPTION

The Certificate Holder, its officers, officials, employees and agents have been added as an Additional Covered Parties to the Liability Program, but solely with respect to those causes of action arising directly out of the Property Use Agreement for Well Site No. 6.

CERTIFICATE HOLDER

City of Inglewood
One Manchester Boulevard
Inglewood, CA 90301-1750

CANCELLATION

Should any of the coverage documents herein be cancelled before the expiration date thereof, ACWA/JPIA will endeavor to provide 30 days written notice to the certificate holder named herein.

AUTHORIZED REPRESENTATIVE DATE

12/18/2013

ADDENDUM

to the

Memorandum of Liability Coverage

for the

**ASSOCIATION OF CALIFORNIA WATER AGENCIES
JOINT POWERS INSURANCE AUTHORITY**

MEMBER: West Basin Municipal Water District

COVERAGE PERIOD: 10/1/2013 - 10/1/2014

ADDENDUM DATE: 12/18/2013

ADDENDUM NUMBER: 21

Change in WHO IS COVERED

The following entities are hereby added as Additional Covered Parties:

The City of Inglewood, its officers, officials, employees, and volunteers, but solely with respect to those causes of action arising directly out of the activities covered by the Property Use Agreement for location Well Site No. 6, and subject to a \$2,000,000 per occurrence and \$2,000,000 annual aggregate limit of liability.

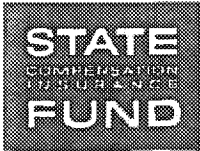
The coverage provided by this Memorandum of Liability Coverage shall be primary as respects any claims related to the operations performed by or on behalf of the West Basin Municipal Water District. Any insurance or self-insurance maintained by the Additional Covered Parties shall be excess and non-contributing.

This coverage shall not be canceled or materially changed without first giving thirty (30) days prior written notice to City of Inglewood.

Signed By:


(Authorized Representative)

Date: 12/18/2013



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 12-20-2013

GROUP:
POLICY NUMBER: 9071543-2013
CERTIFICATE ID: 3
CERTIFICATE EXPIRES: 03-10-2014
09-14-2013/03-10-2014

CITY OF INGLEWOOD - CITY CLERK OFFICE SO
1 W MANCHESTER BLVD
INGLEWOOD CA 90301-1784

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 60 days advance written notice to the employer.

We will also give you 60 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

A handwritten signature in black ink, appearing to read "Kurt R. Lauff".

Authorized Representative

A handwritten signature in black ink, appearing to read "Thomas E. Kane".

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$2,000,000 PER OCCURRENCE.

ENDORSEMENT #2088 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 09-14-2013 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

WEST BASIN MUNICIPAL WATER DISTRICT
17140 AVALON BLVD STE 210
CARSON CA 90748

SO

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